

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

FIRST BAPTIST CHURCH

PLAINTIFF

v.

CASE NO. 4:19-CV-00855-BSM

**CHURCH MUTUAL
INSURANCE COMPANY**

DEFENDANT

ORDER

First Baptist Church's motion to enforce its purported settlement agreement with Church Mutual Insurance Company [Doc. No. 136] is denied. First Baptist has not shown that there was a "meeting of the minds as to all terms" so as to establish an enforceable contract. *Freeman Holdings of Ark., LLC v. FNBC Bancorp, Inc.*, 574 S.W.3d 181, 185 (Ark. App. 2019) (citing *DaimlerChrysler Corp. v. Smelser*, 289 S.W.3d 466 (Ark. 2008)). First Baptist remains responsible to pay \$1,973.58 in costs to Church Mutual, as previously ordered. *See* Doc. No. 135.

IT IS SO ORDERED this 5th day of April, 2022.


UNITED STATES DISTRICT JUDGE